



## INTERNET ACCEPTABLE USE POLICY

This Acceptable Use Policy specifies the actions prohibited by RingSquared™ to users of the RingSquared Network or the networks of third-party providers.

RingSquared reserves the right to make modifications to this policy at any time.

### RingSquared Brands

RingSquared LLC, previously known as International Telcom, LLC ("ITL"), does business as Kall8, Dial800, RingSquared, and Custom Toll Free. AccuRoute®, Callback®, CallView360®, Custom Toll Free®, Dial800®, Faxaway®, Kall8®, Kallback®, Kallcents®, and RapidRecall® are registered U.S. trademarks/service marks of RingSquared LLC. The International Telcom, LLC SM stylized logo is also a registered U.S. service mark of RingSquared LLC. All intellectual property rights, including, but not limited to copyrights, patents and inventions (whether patentable or not), trademarks, service marks, trade dress, trade names, logos, and domain names, together with all of the goodwill associated therewith (collectively, "Intellectual Property Rights") utilized by RingSquared LLC in any domain, advertising or sales documents, or any other materials in relation to RingSquared LLC's products and services (the "Services"), are the property of RingSquared LLC. RingSquared grants you [CUSTOMER] a license to use RingSquared's Intellectual Property Rights on a non-exclusive, non-transferable, non-sublicensable, royalty-free and perpetual basis to the

extent necessary to enable you [CUSTOMER] to make reasonable use of the Service.

## **RingSquared LLC**

With the acquisition of Magna5 Telecom by RingSquared in November 2021, Magna5 Telecom is now RingSquared LLC and Magna5 International is now RingSquared International LLC.

RingSquared LLC also does business as Kall8, Dial800, RingSquared, and Custom Toll Free.

## **RingSquared Acceptable Use Policy**

RingSquared offers its customers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. RingSquared also wants its customers to be informed of their rights and obligations and those of RingSquared – in connection with their use of any communications services offered by RingSquared.

This Acceptable Use Policy (“AUP”), which supplements and explains certain terms of each customer’s service agreement (“Service Agreement”), is intended as a plain English guide to those rights and obligations.

RingSquared reserves the right to modify this policy at any time. Customers may request updates by [contacting RingSquared](#). The fundamental fact about the Internet is that no one owns or controls it. This fact accounts for much of the Internet’s openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others.

When customers obtain information through the Internet, they must keep in mind that RingSquared cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that customers may acquire.

All content accessed through RingSquared's network is provided "AS IS," with "ALL FAULTS" and "AS AVAILABLE".

For these reasons, the customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because RingSquared cannot monitor and censor the Internet, and will not attempt to do so, RingSquared cannot accept any responsibility for injury to its customers (or any of their end users or account holders) that results from inaccurate, unsuitable, offensive, illegal or unlawful Internet communications.

You are exclusively responsible for any damage to your computer system or loss of data that results from material accessed or provided to you through RingSquared's network. When customers disseminate information through RingSquared's network, they also must keep in mind that RingSquared does not review, edit, censor or take responsibility for any information its customers may create.

This places on customers what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over RingSquared facilities or the facilities of RingSquared's third-party providers or peering partners, and may reach a large number of people, customers' postings through communication services offered by the RingSquared network may affect other network users and may harm RingSquared's goodwill, business reputation and operations and/or the goodwill, business reputation and operations of RingSquared's third-party providers or peering partners.

The bulleted actions described below are defined by RingSquared as "system abuse" and are expressly prohibited under this AUP. The examples listed below are not exhaustive and are provided solely as guidance to the customer. In general, customers may not use the RingSquared network, machines or services in any manner that:

- violates any applicable law, regulation, treaty or tariff
- violates the acceptable use policies of any networks, machines, or services which are accessed through RingSquared's network
- infringes on the intellectual property rights of RingSquared or others; • violates the privacy of others
- involves deceptive online marketing practices including, without limitation, practices that violate the United States Federal Trade Commission's guidelines for proper online marketing schemes; or otherwise violates this AUP.

Prohibited activities also include, but are not limited to, the following:

- attempting to interfere with or denying service to any user or host (e.g., denial of service attacks);
- falsifying header information, user identification or user information;
- introduction of malicious programs into the network (e.g., viruses, worms, Trojan horses, etc.)
- monitoring or scanning the networks of others without permission (e.g. port scan)
- attempted or successful security breaches or disruption of Internet communication, including without limitation
- accessing data, machines or networks of which the customer is not an intended recipient or user or logging into a
- server or account that the customer is not expressly authorized to access (e.g. hacking or cracking);
- executing any form of network monitoring (e.g., packet sniffer) which will intercept data not intended for the customer; distributing information regarding the creation of or sending of Internet viruses, worms, or Trojan Horses;
- using any program/script/command, or sending messages of any kind, designed to interfere with a third-party customer terminal session, via any means, locally or via the Internet;
- sending unsolicited commercial email or unsolicited bulk email (e.g. UCE, UBE, or spamming) through the RingSquared Internet network; or sending unsolicited commercial or bulk email through another provider advertising

or implicating, directly or indirectly, the use of any service hosted or provided by RingSquared, including without limitation email, web, FTP and DNS Services. Without in any way limiting RingSquared's rights under the AUP and/or the Services Agreement, Customers who send unsolicited commercial or bulk email agree to pay RingSquared the cost of RingSquared labor to respond to complaints, with a minimum charge of \$200.00.

- hosting websites that sell products or services that are used to gather email addresses or to assist in the sending of unsolicited email;
- providing (with or without an associated fee) automated tools, software and/or support services that allow others to engage in spamming (e.g., spamware);
- maintaining an open relay mail server;
- collecting e-mail addresses from the Internet for the purpose of sending unsolicited e-mail or to provide collected addresses to others for that purpose (e.g., database scraping and/or database harvesting);
- transmitting or receiving copyright infringing material, including but not limited to copyrighted music, video, software, books, programs or other published material.
- transmitting or receiving obscene, indecent, offensive, racist, defamatory, unreasonably violent, threatening, intimidating or harassing material.

### **Export Control Violations**

The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.

Other Activities, whether lawful or unlawful, that RingSquared or any of its third-party providers or peering partners determines to be harmful to its customers, subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the customer.

RingSquared will not, as an ordinary practice, monitor the communications of customers to ensure that they comply with RingSquared policy or applicable law. When RingSquared becomes aware of harmful communications, or when it is notified or becomes aware of actual or potential violations of this AUP, RingSquared may take any action to stop the harmful activity, including but not limited to: filtering; denying access to RingSquared Services; suspending or terminating the Service access of customers; and/or taking any other actions as deemed appropriate by RingSquared.

RingSquared shall have the sole discretion to determine what action(s) is/are appropriate under the circumstances. RingSquared may take action immediately without regard to any cure periods that may be set forth in the customer's applicable Service Agreement. RingSquared shall have the sole right to interpret the meaning of any provision of this AUP or whether a customer's or any of its end-user's or account holder's activity violates this AUP.

Customers who violate this AUP may incur criminal or civil liability. RingSquared may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or criminal investigations of violations.

RingSquared also is aware that many of its customers are, themselves, providers of communications services, and that information reaching RingSquared facilities from those customers may have been originated by end users, account holders, customers of those customers, or other third parties. The provisions of this AUP (as such AUP may be revised by RingSquared at any time), apply to RingSquared's customer's end users, account holders, and customers.

RingSquared customers who provide services to their own users and customers must affirmatively and contractually pass on the restrictions of this AUP to its users and customers and take steps to ensure compliance by their users and customers with this AUP, including without limitation the ability to terminate the Internet access of its end users, account holders, or customers for violations of this AUP.

RingSquared's customers who provide services to their own users also must maintain valid postmaster and abuse email addresses for their domains, comply with all applicable Internet RFCs, maintain appropriate reverse DNS information for all hosts receiving connectivity through RingSquared's network for which DNS responsibility has been delegated to the customer, maintain accurate contact information with the appropriate domain and IP address registrars, take reasonable steps to prevent IP spoofing by their users and downstream customers, provide 24/7 contact information to RingSquared for dealing with security and abuse issues, and act promptly to ensure that users are in compliance with RingSquared's AUP.

Reasonable steps include, but are not limited to, using IP verify unicast reverse path wherever appropriate and using IP address filtering wherever appropriate. Failure to cooperate with such corrective and preventive measures is a violation of RingSquared's policy.

Notwithstanding anything herein to the contrary, a violation of this AUP by a customer, account holder, or end-user of any RingSquared customer, shall be considered a violation of this AUP by such RingSquared's customers and RingSquared may take immediate action, without regard to any cure periods in the RingSquared customer's applicable Service Agreement, in response to such violation, including without limitation termination of the customer's services under the Service Agreement.

Usenet Newsgroups: RingSquared places the following restrictions on newsgroup postings by its users:

- no illegal content, including pyramid/Ponzi schemes, infringing materials or child pornography, is permitted;
- all postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole;
- commercial advertising is typically off-topic and/or a violation of charter in most Usenet newsgroups.
- posting twenty or more copies of the same article in a 45-day period or continued posting of off-topic articles after being warned is prohibited. Users who engage in such action using RingSquared accounts will be

charged the costs of labor to issue cancellations and respond to complaints, with a minimum charge of \$200.00. Users who engage in such activity from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by RingSquared is prohibited and grounds for termination of those services to those users.

- excessive cross-posting is prohibited.
- posting articles with false header information is prohibited;
- users may not issue cancellations for postings except those which they have posted themselves, those which have headers falsified so as to appear to come from them, or in newsgroups where they are the official moderator.

RingSquared also is concerned with the privacy of online communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, RingSquared urges its customers to assume that all of their online communications are insecure.

RingSquared cannot take any responsibility for the security of communications transmitted over RingSquared's facilities. RingSquared will comply fully, however, with all applicable laws concerning the privacy of its customers' online communications.

In particular, RingSquared will not intentionally monitor or disclose any private electronic mail messages sent or received by its customers unless required to do so by law. RingSquared may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, RingSquared may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests.

Finally, RingSquared may disclose information transmitted over its facilities where necessary to protect RingSquared and its customers from harm, or where such disclosure is necessary to the proper operation of the system.



## Digital Millennium Copyright Act Policy

It is the policy of RingSquared to respond expeditiously to claims of intellectual property infringement. RingSquared will promptly process and investigate notices of alleged infringement and will take appropriate action under the Digital Millennium and Copyright Act (“DMCA”) and other applicable intellectual property laws. Notices of claimed infringement should be directed to RingSquared through the [Contact Page](#).

Please [contact RingSquared](#) with any questions, comments about the AUP, or any claimed violations of this AUP.